

WHEN RECORDED MAIL TO

ATTACHMENT 2

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628
Attn: Brad Edwards,
Engineering Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT AND GRANT OF EASEMENT

Agency: Department of Food and Agriculture
Project: Orange County Fair and Exposition
Bike Trail Easement
File: TS 03 019E


THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the 32ND DISTRICT AGRICULTURAL ASSOCIATION, STATE OF CALIFORNIA, a political subdivision of the State of California, hereinafter called State, and the CITY OF COSTA MESA, a municipal corporation, hereinafter called Grantee.

State, pursuant to the provisions of Section 4051 of the Food and Agricultural Code of the State of California, hereby grants unto Grantee, its successors and assigns forever, a nonexclusive easement to locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair and remove a Bicycle Trail, over, on, under and across that certain real property situated in the City of Costa Mesa, County of Orange, State of California, as described in the attached Exhibit "A", consisting of two (2) pages, and Exhibit "B", which is provided for informational purposes only, consisting of one (1) page, and by this reference made a part hereof.

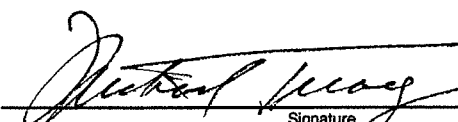
THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT

Dated 8.2.07

32nd DISTRICT AGRICULTURAL ASSOCIATION
STATE OF CALIFORNIA
as political subdivision of the State of California

By: 
Signature
Becky Bailey-Findley
Name Printed
CEO
Title

APPROVED:
STATE OF CALIFORNIA
Department of Food and Agriculture

By: 
Signature
Michael Thayer
Name Printed
Director - F&A
Title

Grantee: CITY OF COSTA MESA,
a municipal corporation

By: _____
Allen Mansoor, Mayor

ATTEST

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

APPROVED:
STATE OF CALIFORNIA
Department of General Services

By: 
JAMES S. MARTIN
Assistant Section Chief
Real Property Services Section

This Agreement and Grant of Easement is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claims against State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to protect, save harmless, indemnify, and defend State, its officers, agents and employees, from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by State, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of State.
3. STATE reserves the right to use said property in any manner, provided such use does not unreasonably interfere with Grantee's rights herein.
4. Grantee shall conduct all activities so as to provide protection to the health, safety, and well-being of those people and the premises of said facilities.
5. Grantee may only use that equipment on property approved by State, and necessary to conduct the inspections or work specified herein. Grantee agrees to remove all equipment from the property within twenty-four (24) hours of completion of work.
6. In performing any work, including any excavation on said real property of the State, Grantee shall take all reasonable measures to make the same in such manner as will cause least injury to the surface of the ground around such excavation, and excepting only that portion of said real property actually occupied by surface improvements, shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were immediately prior to commencement of Grantee's activities pursuant to this Easement as is practicable.
7. This Easement shall terminate in the event Grantee fails for a continuous period of eighteen (18) months to use this Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State, at no cost to State, a Quitclaim Deed to its right, title and interest hereunder. Should Grantee fail or refuse to deliver said Quitclaim Deed, State may record, in the Recorder's Office of the County in which said real property is located, a written notice reciting said failure, and such recordation shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence of such termination against Grantee. Grantee shall, upon State request, without cost to State, and within ninety (90) days from said State request, remove all property placed by or for Grantee upon said real property and restore said premises as nearly as possible to the same condition as they were prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.
8. State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by State that the same interfere with future development of State's property. Within one hundred eighty (180) after State's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by State, and State shall furnish Grantee with an easement in such new location, on the same terms and condition as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to State the easement herein granted.
9. By way of signature hereto, the individual (s) signing on behalf of the City of Costa Mesa, warrant that they are duly authorized to sign pursuant to a resolution or other authorizing instrument.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

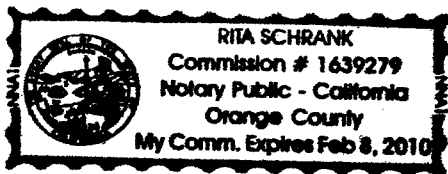
SS.

On 08-02-07, before me, Rita Schrank, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Becky Bailey-Findley,
Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Rita Schrank

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "A"
LEGAL DESCRIPTION

FAIR DRIVE BICYCLE TRAIL

THAT PORTION OF LOT A OF THE BANNING TRACT IN THE RANCHO SANTIAGO DE SANTA ANA, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN ON A MAP FILED IN THE CASE OF HANCOCK BANNING VERSUS MARY H. BANNING FOR PARTITION IN CASE NO. 6385 UPON THE REGISTER OF ACTIONS OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

PARCEL 1:

A STRIP OF LAND 12 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF FAIR DRIVE AND FAIRVIEW ROAD AS SHOWN ON A MAP OF TRACT NO. 10522, RECORDED IN BOOK 455, PAGES 46 AND 47, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY; THENCE EASTERLY ALONG SAID CENTERLINE OF FAIR DRIVE S89°39'07"E 100.00 FEET; THENCE N00°20'53"E 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FAIR DRIVE AS DESCRIBED IN DEED OF RIGHT-OF-WAY RECORDED IN BOOK 2050, PAGE 59, OF OFFICIAL RECORDS OF ORANGE COUNTY; THENCE S89°39'07"E 28.00 FEET ALONG SAID NORTHERLY LINE TO THE TRUE POINT OF BEGINNING; THENCE N65°09'18"E 24.31 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, AT WHICH POINT A RADIAL LINE TO SAID CURVE BEARS N19°56'08"W; THENCE 26.55 FEET NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°17'01" TO A TANGENT LINE; THENCE ALONG SAID LINE S89°39'07"E 225.00 FEET; THENCE S84°59'07"E 73.74 FEET; THENCE S89°39'07"E 349.50 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, THENCE 24.69 FEET SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°34'41" TO A NON-TANGENT LINE; THENCE ALONG SAID LINE S56°01'20"E 7.21 FEET TO A POINT ON SAID CENTERLINE FAIR DRIVE.

THE SIDE LINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN SAID NORTHERLY RIGHT-OF-WAY LINE OF FAIR DRIVE.

AREA OF PARCEL 1 = 8771.14 S.F. = 0.201 AC.

PARCEL 2:

A STRIP OF LAND 12 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF FAIR DRIVE AND FAIRVIEW ROAD AS SHOWN ON A MAP OF TRACT NO. 10522, RECORDED IN BOOK 455, PAGES 46 AND 47, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY; THENCE EASTERLY ALONG SAID CENTERLINE OF FAIR DRIVE S89°39'07"E 830.00 FEET; THENCE N00°20'53"E 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FAIR DRIVE AS DESCRIBED IN DEED OF RIGHT-OF-WAY RECORDED IN BOOK 2050, PAGE 59, OF OFFICIAL RECORDS OF ORANGE COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N57°40'05"E 10.69 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, AT WHICH POINT A RADIAL LINE TO SAID CURVE BEARS N11°58'11"W; THENCE 16.12 FEET NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°19'04" TO A TANGENT LINE; THENCE ALONG SAID LINE S89°39'07"E 222.00 FEET; THENCE N86°26'51"E 22.05 FEET; THENCE SOUTH S89°39'07"E 417.00 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, THENCE 33.29 FEET SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°47'18" TO A POINT ON SAID CENTERLINE OF FAIR DRIVE.

THE SIDE LINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN SAID NORTHERLY RIGHT-OF-WAY LINE OF FAIR DRIVE.

AREA OF PARCEL 2 = 8648.18 S.F. = 0.199 AC.

PARCEL 3:

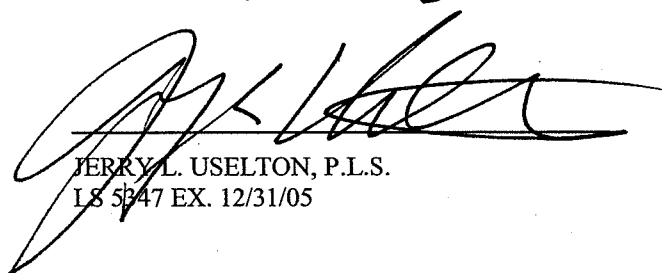
A STRIP OF LAND 12 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:
BEGINNING AT THE CENTERLINE INTERSECTION OF FAIR DRIVE AND FAIRVIEW ROAD AS SHOWN
ON A MAP OF TRACT NO. 10522, RECORDED IN BOOK 455, PAGES 46 AND 47, OF MISCELLANEOUS
MAPS, RECORDS OF ORANGE COUNTY; THENCE EASTERLY ALONG SAID CENTERLINE OF FAIR
DRIVE S89°39'07"E 1903.68 FEET; THENCE N00°20'53"E 50.00 FEET TO A POINT ON THE NORTHERLY
RIGHT-OF-WAY LINE OF FAIR DRIVE AS DESCRIBED IN DEED OF RIGHT-OF-WAY RECORDED IN
BOOK 2050, PAGE 59, OF OFFICIAL RECORDS OF ORANGE COUNTY, SAID POINT BEING THE TRUE
POINT OF BEGINNING; THENCE N55°20'53"E 37.08 FEET TO A NON-TANGENT CURVE CONCAVE
SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AT WHICH POINT A RADIAL LINE TO SAID
CURVE BEARS N38°26'12"W; THENCE 21.24 FEET NORTHEASTERLY ALONG SAID CURVE THROUGH
A CENTRAL ANGLE OF 48°41'06" TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY,
HAVING A RADIUS OF 103.50 FEET, AT WHICH POINT A RADIAL LINE TO SAID CURVE BEARS
S10°14'54"W; THENCE 14.22 FEET SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 07°52'24" TO A TANGENT LINE; THENCE A LONG SAID LINE S87°37'31"E 199.74 FEET;
THENCE S89°39'07"E 301.94 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A
RADIUS OF 1007.50 FEET; THENCE 443.75 FEET SOUTHEASTERLY ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 25°14'09" TO A TANGENT LINE; THENCE N64°24'58"W 24.31 FEET ALONG SAID
LINE TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 34.00 FEET,
AT WHICH POINT A RADIAL LINE TO SAID CURVE BEARS S17°35'23"W; THENCE 39.47 FEET
NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°30'33" TO A NON-
TANGENT LINE; THENCE N67°46'31"E 41.93 FEET ALONG SAID LINE; THENCE N40°31'16"E 16.06
FEET TO A POINT ON SAID CENTERLINE OF FAIR DRIVE.

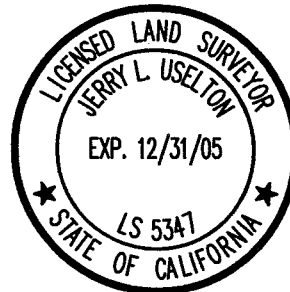
AREA OF PARCEL 3 1,3676.94 S.F. = 0.314 AC.

THE SIDE LINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN SAID
CENTERLINE OF FAIR DRIVE.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY RECORD.

DATED THIS 19th DAY OF December, 2004


JERRY L. USELTON, P.L.S.
LS 5347 EX. 12/31/05



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Real Property conveyed by the Agreement and Grant of Easement from the 32ND DISTRICT AGRICULTURAL ASSOCIATION, STATE OF CALIFORNIA, a political subdivision of the State of California, to the City of Costa MESA, a municipal corporation, is hereby accepted by order of the City Council of the City of Costa Mesa and the Grantee consents to Recordation thereof by its duly authorized officer.

DATED: _____

By: _____

Signature

Name Printed

Title